

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

BRADLEY J. SCHAUFENBUEL; et al.,)	
)	
Plaintiffs,)	
)	Case No. 09-CV-1221
v.)	
)	
INVESTFORCLOSURES FINANCIAL, L.L.C.; et al.,)	Judge Leinenweber
)	
)	Magistrate Judge Nolan
)	
Defendants.)	

CERTIFICATION OF ROBERT C. THURSTON RE

MOTION FOR EXPENSES AND FEES FOR FAILURE TO WAIVE SERVICE

I, Robert C. Thurston, an attorney and counsel for Plaintiffs, hereby certify as follows:

1. On February 27, 2009 and in accordance with Federal Rule of Civil Procedure 4(d)(1), I mailed via U.S. Priority Mail with Delivery Confirmation Number 03073330000151707833 a package addressed to Frank Sanchez as CEO of Realty Opportunities International S. de R.L. de C.V. ("ROI Mexico") at the address of 123 S. Eastwood Drive, #117, Woodstock, IL 60098 containing the following: (a) a copy of the Complaint (Document #1) and Exhibits (Document #1-2); (b) the Notice of Lawsuit and Request for Waiver of Service of Summons (Document #67, Page 1); (c) two (2) copies of the Waiver of Service of Summons form (Document #67, Page 2); and (d) a prepaid envelope addressed to me for returning the waiver form. (A true and correct copy of the USPS Delivery Confirmation Receipt is attached hereto as Exhibit A.)

2. The waiver was sent to the address stated above as that was the information contained on ROI Mexico's website www.roimexico.com and other

documents indicating that Frank Sanchez, CEO of ROI Mexico, was located at that address. (True and correct copies of documents showing ROI Mexico's address are attached hereto as Exhibit B.)

3. The package was delivered to the address indicated on February 28, 2009. (A true and correct copy of the USPS confirmation of service report is attached hereto as Exhibit C and has been filed as Document #67, Page 3.)

4. Pursuant to Federal Rule of Civil Procedure 4(d)(1)(F) and the Notice included in the package, ROI Mexico had 30 days to waive service (see Document #67), which set the deadline as March 30, 2009.

5. However, ROI Mexico did not return the waiver or otherwise waive service.

6. On or about March 31, 2009, I hired Its Your Serve ("IYS"), a private process server, to serve ROI Mexico.

7. IYS attempted to serve ROI Mexico at 123 S. Eastwood Drive, #117, Woodstock, IL 60098 on March 31, 2009 at 4:40 pm, but service failed because that address is a UPS Store. (True and correct copies of the Affidavits of IYS regarding service are attached hereto as Exhibit D; see page 1.)

8. IYS charged Plaintiffs \$60.00 for the attempted service at 123 S. Eastwood Drive, #117, Woodstock, IL 60098. (A true and correct redacted invoice from IYS is attached hereto as Exhibit E.)

9. Through research and upon information and belief, I found that 710 Lake Avenue, Woodstock, IL appeared to be an address at which Frank Sanchez resided.

10. IYS attempted to serve Frank Sanchez as CEO of ROI Mexico at 710 Lake Avenue, Woodstock, IL on April 10, 2009 at 8:47 pm (no answer) and again on April 13, 2009 at 9:55 am, but was told by Frank Sanchez's mother Margaret that Frank did not reside at that address. (See Exhibit D, page 2.)

11. IYS charged Plaintiffs \$60.00 for the attempted service at 710 Lake Avenue, Woodstock, IL. (See Exhibit E.)

12. Upon further research, I learned that Frank Sanchez was renting the property located at 13906 Rt. 176, Woodstock, IL.

13. IYS attempted to and successfully served Frank Sanchez as CEO of ROI Mexico at 13906 Rt. 176, Woodstock, IL on April 20, 2009. (See Exhibit D, page 3.)

14. IYS charged Plaintiffs \$60.00 for the successful service at 13906 Rt. 176, Woodstock, IL. (See Exhibit E.)

15. On May 1, 2009, I sent an email to attorney Robert Christie, who represented on the record before this Court on several occasions that he was counsel for ROI Mexico, requesting that ROI Mexico pay the expenses of service for failure to waive service. (A true and correct copy of the May 1, 2009 email is attached hereto as Exhibit F.)

16. By letter dated May 7, 2009, I repeated my request to attorney Christie to be reimbursed by ROI Mexico for \$180.00 in costs for its failure to waive service. (A true and correct copy of the May 7, 2009 letter is attached hereto as Exhibit G.)

17. Neither ROI Mexico nor attorney Christie has responded to my requests.

18. Upon approval of this Court, I will submit an Affidavit of attorney's fees for making this motion on behalf of Plaintiffs.

/s/ Robert C. Thurston

Robert C. Thurston

U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

(Please Print Clearly)

Sanchez
Rol Mexico

Postmark
Here

POSTAL CUSTOMER:
Keep this receipt. For Inquiries:
Access internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

☐ Priority Mail™ Service

☐ First-Class Mail® parcel

☐ Package Services parcel

PS Form 152, May 2002 (See Reverse)

DELIVERY CONFIRMATION NUMBER: 0307 3330 0001 5170 7833

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

NOTICE OF LAWSUIT AND REQUEST FOR
WAIVER OF SERVICE OF SUMMONS

TO: (A) Frank Sanchez, 123 S. Eastwood Drive, #117, Woodstock, IL 60098

as (B) CEO of (C) Realty Opportunities International S. de R.L.

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. It has been filed in the United States District Court for the Northern District of Illinois and has been assigned docket number (D) 09-CV-1221.

This is not a formal summons or notification from the court, but rather my request that you sign and return the enclosed waiver of service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within (E) 30 days after the date designated below as the date on which this Notice and Request is sent. I enclose a stamped and addressed envelope (or other means of cost-free return) for your use. An extra copy of the waiver is also attached for your records.

If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed, except that you will not be obligated to answer the complaint before 60 days from the date designated below as the date on which this notice is sent (or before 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Federal Rules of Civil Procedure and will then, to the extent authorized by those Rules, ask the court to require you (or the party on whose behalf you are addressed) to pay the full costs of such service. In that connection, please read the statement concerning the duty of parties to waive the service of the summons, which is set forth at the foot of the waiver form.

I affirm that this request is being sent to you on behalf of the plaintiff, this 27th day of
February, 2009.
(Month) (Year)



Signature of Plaintiff's Attorney
or Unrepresented Plaintiff

A—Name of individual defendant (or name of officer or agent of corporate defendant)

B—Title, or other relationship of individual to corporate defendant

C—Name of corporate defendant, if any

D—Docket number of action

E—Addressee must be given at least 30 days (60 days if located in foreign country) in which to return waiver

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

Waiver of Service of Summons

TO: Robert C. Thurston, Thurston Law Offices, P.C., Attorney for Plaintiff
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Realty Opportunities International S. de R.L. de C.V., acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of SCHAUFENBUEL, et al. v. IFC, et al.,
(CAPTION OF ACTION)

which is case number 09-CV-1221 (Judge Leinenweber) in the United States District Court
(DOCKET NUMBER)

for the Northern District of Illinois.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after 02/27/09,
(DATE REQUEST WAS SENT)
or within 90 days after that date if the request was sent outside the United States.

(DATE) (SIGNATURE)

Printed/Typed Name: Frank Sanchez

As CEO of Realty Opportunities International S. de R.L. de C.
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.



Sands of Gold Estates



EXHIBIT B

[Home](#) [About](#) [Services](#) [Contact Us](#)

Call
815-814-4364
for more info

- [Home](#)
- [Services](#)
- [FAQ](#)
- [View Villas](#)
- [Land Layout](#)
- [View Pictures](#)
- [Contact Us](#)

[Download our PDF Brochure](#)

©2004-2008 Realty Opportunities International. All Rights Reserved.

Contact Us

Realty Opportunities International
Attn: [Frank Sanchez, CEO](#)
123 S. Eastwood Drive, #117
Woodstock, IL 60098

Phone: 815-814-4364

For more information complete form below

Full name:

Email:

Verify Email:

Street:

Address 2:

City:

State/Province:

Zip:

Phone:

Referred by:

Call me: ☐

More Info

Sample Spec Homes

Conceptual drawing of proposed villas.



[More](#)

View More Photos

View more photographs of this secluded paradise.



[More](#)

Choose Your Lot

Over 85 lots to choose from.



[More](#)



Mr. Frank Sanchez
CEO
Realty Opportunities International
123 S. Eastwood Drive
#117
Woodstock, Illinois 60098

August 29, 2008

RE: Brandy Marine International, LLC. Consulting Services – Realty Opportunities International – Sands of Gold Marina Project

Dear Frank:

This proposal is submitted by **BRANDY MARINE INTERNATIONAL, LLC.**, hereinafter referred to as “Consultant”, to provide those services described in **Exhibit 1** “Scope of Services” attached hereto and made a part hereof for **Realty Opportunities International** and the **Sands of Gold Marina Project** hereinafter referred to as the “Client”.

It is our understanding that we will be engaged to provide a Marina Market Study component Scope of Services with marina programming, conceptual design of a wet and dry slip facility, and financial analysis. The market analysis will be created on behalf of the proposed Marina Project located on the Pacific coast of Mexico hereinafter referred to as “The Project”.

FEE SCHEDULE:

A. Fixed Hourly Rates: Hourly services will be billed at current rates for work performed outside our stated Scope of Work (**Exhibit 1**). For domestic meetings and project work, time expended is measured on a portal-to-portal basis. On this assignment Consultant **shall work on a fixed fee basis** as outlined on the attached Scope of Services. Consultant hourly rates are currently set at:

Capt. Bruce Blomgren	Principal	\$300/hr.
Alan Willis, CPA	Professional	\$150/hr.
Capt. Dan Eaffaldano	Sr. Consultant	\$150/hr.
Keith Fiscella	AutoCad/Design	\$150/hr.
Diana Michels	Professional	\$150/hr.
Donna Hartman	Sr. Research Analyst	\$100/hr.
Mary Baer	Production/ Research Ass't.	\$80/hr.
Dawn Lewis	Production/ Research Ass't.	\$80/hr.

“Setting International Marina Standards Since 1977”

Brandy Marine International, L.L.C. • P.O. Box 2016 • Sarasota, FL 34230-2016
Office (941) 360-1015 • Fax (941) 360-1105 • www.brandymarine.com

Contract for Bond/Mezzanine Underwriting Fee Placement
and
Accompanying Escrow Instructions

THIS CONTRACT FOR FUNDING UNDERWRITING FEE PLACEMENT, (hereinafter called "Contract" or "Agreement") is made by and between the following Parties on the third Day of May in the Year Two Thousand Eight:

L.A. Property Investors, LLC, a Corporation formed and in good standing in the State of California, (hereinafter called the **First Party**) with corporate offices located at 28130 Ambergate Dr., Rancho Palos Verdes, California 90275, Phone 310-377-1223,

--and--

Realty Opportunities International S. de R.L. de C.V. (ROI Mexico)
FOR SANDS OF GOLD, a Corporation formed and in good standing in the Country of Mexico, (hereinafter called Second Party) with corporate offices located at 123 S. Eastwood Dr., #117, Woodstock, IL 60098 Tel. 815-814-4364

Collectively called "**Parties**" or "**The Parties.**"

The Parties herein set forth this Agreement to establish the terms and conditions for an intended business arrangement involving the arrangement & negotiations with LAPI & bond company to pre-pay any underwriting fees due for purposes of obtaining the appropriate funds for the project and or the real estate. Further set forth below, and the Parties are in agreement that the most desirous form for reviewing, solidifying and establishing the terms, conditions and covenants for this intended transaction is to define said terms, conditions and covenants by and through this Agreement, to wit:

PART I: RECITALS

WITNESSETH:

For Good and Valuable Consideration, the receipt of which is hereby acknowledged and the sufficiency of which is thereby established between the Parties hereto, and thereby the Parties under mutual consent and of sound mind have come together to establish this contract upon terms, conditions and covenants of mutual accord and agreement, they do hereby set their hands and seals to this Agreement as a binding engagement under the terms as further set forth.

Contract for Bond/Mezzanine Underwriting Fee Placement &
Stipulated Escrow Instructions
LA Property Investors, LLC and Realty Opportunities International S. de R.L. de C.V.
May 2nd, 2008
Page 1 of 11

Initials _____

Initials _____



EXHIBIT C

[Home](#) | [Help](#) | [Sign In](#)

[Track & Confirm](#)

[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **0307 3330 0001 5170 7833**

Associated Label/Receipt:

Detailed Results:

- **Delivered, February 28, 2009, 9:39 am, WOODSTOCK, IL 60098**
- **Arrival at Unit, February 28, 2009, 7:33 am, WOODSTOCK, IL 60098**

[< Back](#)

[Return to USPS.com Home >](#)

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

[Go >](#)

[Site Map](#)

[Contact Us](#)

[Forms](#)

[Gov't Services](#)

[Jobs](#)

[Privacy Policy](#)

[Terms of Use](#)

[National & Premier Accounts](#)

Copyright© 1999-2007 USPS. All Rights Reserved.

[No FEAR Act EEO Data](#)

[FOIA](#)



Postal Inspectors
Preserving the Trust



Inspector General
Promoting Integrity

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CASE NO. 09CV1221
AFFIDAVIT OF SPECIAL PROCESS SERVER

EXHIBIT D

Michael Fahey, being first duly sworn on oath deposes and says that he served process in the above mentioned cause.

That he served the within:

- ☐ Summons & Complaint
- ☐ Citation to Discover Assets
- ☐ Rule to Show Cause
- ☐ Subpoena
- ☐ Other:

1. ☐ By leaving a copy with the named party, ----- personally on -----.

2. ☐ On the within named party, -----, by leaving a copy with -----, -----, who states that they are a member of the household on -----, and informed that person of the contents thereof, and that further he mailed a copy of same in a sealed envelope with postage prepaid addressed to the party on -----.

3. ☐ On the within party, ----- by leaving a copy with -----, on -----, and informed that person of the contents thereof.

4. ☐ That the sex, race and approximate age of the person with whom he left the documents were as follows:

SEX: -----

RACE: -----

APPROXIMATE AGE: -----

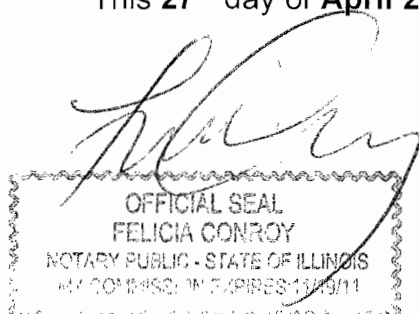
5. ☐ That the place where and the time of day when the documents were served were as follows:

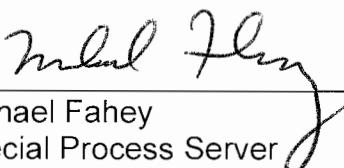
PLACE: -----

TIME OF DAY: -----

6. ☒ That he was unable to serve the within named party **Realty Opportunities International S. de R.L. de C.V. d/b/a Realty Opportunities International, ROI Mexico, Sands of Gold Estates** located at **123 S. Eastwood Drive, #117, Woodstock, IL 60098** for the reason: **Attempted service on 3/31/09 @ 4:40pm and this is an incorrect address as this is a UPS Store; per manager, Beth Paulsen, (Female, Caucasian, 34) the subject has a mailbox at this address. Therefore, I was unable to locate the subject and effect service.**

Signed and Sworn to before me
This 27th day of **April** 2009.





Michael Fahey
Special Process Server
IT'S YOUR SERVE, INC.
Private Detective No. 117-000885

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CASE NO. 09CV1221
AFFIDAVIT OF SPECIAL PROCESS SERVER

Michael Fahey, being first duly sworn on oath deposes and says that he served process in the above mentioned cause.

That he served the within:

- () Summons & Complaint
- () Citation to Discover Assets
- () Rule to Show Cause
- () Subpoena
- () Other:

1. () By leaving a copy with the named party, ----- personally on -----.

2. () On the within named party, -----, by leaving a copy with -----, -----, who states that they are a member of the household on -----, and informed that person of the contents thereof, and that further he mailed a copy of same in a sealed envelope with postage prepaid addressed to the party on -----.

3. () On the within party, ----- by leaving a copy with -----, on -----, and informed that person of the contents thereof.

4. () That the sex, race and approximate age of the person with whom he left the documents were as follows:

SEX: -----

RACE: -----

APPROXIMATE AGE: -----

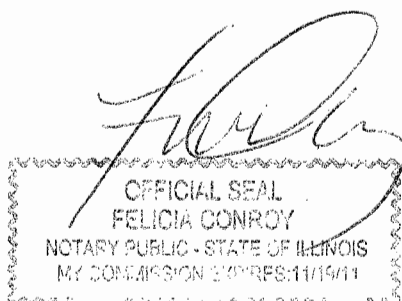
5. () That the place where and the time of day when the documents were served were as follows:

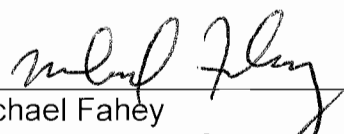
PLACE: -----

TIME OF DAY: -----

6. (X) That he was unable to serve the within named party **Realty Opportunities International S. de R.L. de C.V. d/b/a Realty Opportunities International S. de R.L. de C.V. d/b/a Realty Opportunities International, ROI Mexico, Sands of Gold Estates c/o Frank Sanchez, CEO** located at **710 Lake Ave., Woodstock, IL** for the reason: **Attempted service on 4/10/09 @ 8:47pm and no answer. Attempted service on 4/13/09 @ 9:55am and per mother of Frank Sanchez, Margaret Sanchez, (Female, Hispanic, 75) the subject does not reside at this address. Therefore, I was unable to locate the subject and effect service.**

Signed and Sworn to before me
This 27th day of April 2009.





Michael Fahey
Special Process Server
IT'S YOUR SERVE, INC.
Private Detective No. 117-000885

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CASE NO. 09CV1221
AFFIDAVIT OF SPECIAL PROCESS SERVER

Michael Fahey, being first duly sworn on oath deposes and says that he served process in the above mentioned cause.

That he served the within:

- (☒) Summons & Complaint
- () Citation to Discover Assets
- () Rule to Show Cause
- () Subpoena
- () Other:

1. () By leaving a copy with the named party, ----- personally on -----.

2. () On the within named party, -----, by leaving a copy with -----, -----, who states that they are a member of the household on -----, and informed that person of the contents thereof, and that further he mailed a copy of same in a sealed envelope with postage prepaid addressed to the party on -----.

3. (☒) On the within party, **Realty Opportunities International S. de R.L. de C.V. d/b/a Realty Opportunities International, ROI Mexico, Sands of Gold Estates** by leaving a copy with **Frank Sanchez, CEO and Authorized Person**, on **April 20, 2009**, and informed that person of the contents thereof.

4. (☒) That the sex, race and approximate age of the person with whom he left the documents were as follows:

SEX: **Male**

RACE: **Hispanic**

APPROXIMATE AGE: **46**

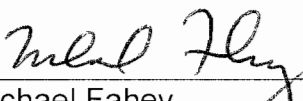
5. (☒) That the place where and the time of day when the documents were served were as follows:

PLACE: **13906 Rt. 176, Woodstock, IL**

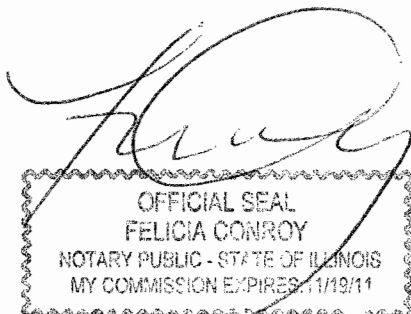
TIME OF DAY: **8:39 PM**

6. () That he was unable to serve the within named party ----- located at ----- for the reason: -----

Signed and Sworn to before me
This **27th** day of **April 2009**.



Michael Fahey
Special Process Server
IT'S YOUR SERVE, INC.
Private Detective No. 117-000885



It's Your Serve

134 N. LaSalle Street #750
Chicago, IL 60602
312 855-0303

Invoice**EXHIBIT E**

DATE	INVOICE#
5/1/2009	0902855

BILL TO
Thurston Law Offices 10469 Bethel Ave. Huntley, IL 6042

TITLE & CASE#
Schaufenbuel et al vs. Investforclosures Financial LLC 09cv 1221

CLIENT #	TERMS
09-138-006	Due on receipt

DATE	SERVICE	DESCRIPTION	AMOUNT
REDACTED	REDACTED	REDACTED	REDACTED
3/31/2009	Nonserve	Realty Opportunities International S. de R.L. de C.V. - 123 S. Eastwood Dr., Woodstock	60.00
4/13/2009	Nonserve	Realty Opportunities International S. de R.L. de C.V. - 710 Lake Ave., Woodstock	60.00
4/20/2009	Served	Realty Opportunities International S. de R.L. de C.V. - 13906 Rt. 176, Woodstock	60.00
TaxID# 36-3929726		Total	REDACTED

EXHIBIT F

TJ Thurston

From: TJ Thurston [tj@thurstonlawpc.com]
Sent: Friday, May 01, 2009 5:01 PM
To: 'Genevieve Lynott'; Joel M. Weiner (jweiner@jweinerlaw.com); 'Robert Christie'; 'Russell Baker'
Subject: Schaufenbuel, et al. v. InvestForClosures, et. al - Service costs for ROI Mexico
Attachments: notice of lawsuit ROI Mexico.pdf; summons ROI Mexico.pdf

Mr. Christie:

This is a formal request that pursuant to Fed.R.Civ.P. 4(d)(2), your client Realty Opportunities International S. de R.L. de C.V. tender payment of \$120.00 payable to "Thurston Law Offices, PC" to me by cashier's check for failure to waive service in this matter. Failure to do so will result in a motion under that Rule for the service costs and other reasonable expenses, including my attorney's fees in bringing the motion.

Please advise no later than May 6, 2009 if your client intends to comply. Thank you.

Robert C. ("TJ") Thurston
Thurston Law Offices, P.C.
10469 Bethel Avenue
Huntley, IL 60142
p 847.659.8613
f 847.628.0930
c 630.853.3744
tj@thurstonlawpc.com
www.thurstonlawpc.com
Licensed in IL and NJ (active), and PA (inactive)

Please DONATE to help Cure MS
<http://www.thurstonlawpc.com/fb2face/>

PRIVILEGED AND CONFIDENTIALITY NOTICE

The information contained in this email is intended for the named recipients only. It may contain privileged and confidential matter. If you have received this email in error, please notify the sender immediately by replying to this email or by calling 1-847-659-8613. Do not disclose the contents to anyone. Thank you for your cooperation in this regard.



THURSTON LAW OFFICES, P.C.

10469 BETHEL AVENUE
HUNTLEY, IL 60142
WWW.THURSTONLAWPC.COM

EXHIBIT G

PHONE: 847.659.8613
FAX: 847.628.0930
CELL: 630-853-3744

ROBERT C. ("T.J.") THURSTON
ATTORNEY-AT-LAW
EMAIL: TJ@THURSTONLAWPC.COM

May 7, 2009

VIA EMAIL AND REGULAR MAIL

Robert B. Christie
Henderson & Lyman
175 West Jackson Blvd, Suite 240
Chicago, IL 60604

**RE: Schaufenbuel, et al. v. InvestForClosures, et al.
U.S.D.C. N.D.IL. Case No. 09-cv-1221**

Dear Mr. Christie:

Pursuant to Federal Rule of Civil Procedure 4(d)(2), I am requesting that your client Realty Opportunities International S. de R.L. de C.V. pay \$180.00 to my firm as reimbursement for expenses for service of process and failure to waive service. Enclosed please find the relevant portion of the invoice for such service attempts. Also enclosed please find evidence that the attempts were made at the addresses of your client's Woodstock, Illinois office (which, by the way is a UPS PO Box) and your client's CEO's residence. Also enclosed please find the documents whereby your client represented that those were valid addresses for the company.

If I do not receive a check by Monday, May 11, 2009, I will file a motion to have the Court impose such costs upon your client.

Very truly yours,

Robert C. ("T.J.") Thurston

cc: Joel Weiner (via email only)
Russell Baker (via email only)